



CONTRACT AMENDMENT

ARIZONA
DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams, Room
303
Phoenix, Arizona 85007
(602) 542-1040

Contract No: ADHS11-007055

Amendment No: 1

Elena Beeman

Health Start Program

It is mutually agreed that the contract referenced is amended as follows:

1. Pursuant to the Uniform Terms and Conditions of Contract HP061025-005 Page Fourteen (14), Provision Number E, Contract Changes, Item One (1), Amendments, Contract HP061025-005 is hereby changed to ADHS11-007055. This change is a result of the transition to the electronic ProcureAZ Procurement System.
2. The Contract Item Pricing shall be revised in ProcureAZ to align with the available funding upon execution of this Amendment One (1). The ProcureAZ item tab will be updated to reflect the following line item changes:
 - a. Health Start \$53,003
 - b. FASD \$750
3. The Uniform Terms and Conditions and the Special Terms and Conditions are amended as outlined on Pages Two (2) and Three (3) of this Amendment One (1).

All other provisions shall remain in their entirety.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.
In accordance with A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran.
In accordance with A.R.S. 35-391.06, the Contractor hereby certifies that the Contractor does not have any scrutinized business operations in Sudan.

The above referenced Contract Amendment is hereby executed this _____ day of _____, 2011 at Phoenix, Arizona

Signature / Date

Authorized Signatory's Name and Title:


Michael A. Pastor

Chairman Board of Supervisors

Procurement Officer

Contractor's Name:

Gila County D.H.C.S.

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4. Replace, Page Twelve (12), Uniform Terms and Conditions, Provision C.2, with the following:

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

5. Add, Page Thirteen (13), Uniform Terms and Conditions, Provision C.9, as follows:

Federal Immigration and Nationality Act

The Contractor shall comply with all federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor

6. Add, Page Thirteen (13), Uniform Terms and Conditions, Provision C.10, as follows:

E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

7. Add, Page Thirteen (13), Uniform Terms and Conditions, Provision C.11, with the following:


Provision Scrutinized Businesses

In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

8. Delete in its entirety, Page Sixteen (16), Uniform Terms and Conditions, Provision G.5.
9. Replace Pages Twenty-Four (24) and Twenty-Five (25), Special Terms and Conditions, Provision V, with the following:

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented

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by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

10. Replace in its entirety, Page Twenty-One (21), Special Terms and Conditions, Provision S, with the following:

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

11. Add, Page Twenty-Five (25), Special Terms and Conditions, Provision W, Section 3, as follows:

The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.